

EXHIBIT A

FLEISCHER, FLEISCHER & SUGLIA
BRIAN M. FLEISCHER, ESQUIRE
NICOLA G. SUGLIA, ESQUIRE
JACLYN SCARDUZIO DOPKE, ESQUIRE
Plaza 1000 Al Main Street, Suite 208
Voorhees, NJ 08043
(856) 489-8977

Attorney for Plaintiff

JDB Leasing, Inc.

Plaintiff,

v.

Advanced Medical Solutions of Doylestown,
Inc. and Todd Broad

Defendants.

SUPERIOR COURT OF NEW JERSEY
BURLINGTON COUNTY- LAW DIVISION

CIVIL ACTION

DOCKET NO.: L-3517-10

SUMMONS

From The State of New Jersey
To The Defendant(s) Named Above:

The Plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (The address of each deputy clerk of the Superior Court is provided.) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, CN-971, Trenton, NJ 08625. A filing fee payable to the Clerk of the Superior Court and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to Plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$135.00 for Law Division and \$135.00 for Chancery Division and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay for all or part of the judgment.

01/24/2011 10:12 AM RECEIVED

If you cannot afford an attorney, you may call the Legal Services office in the county where you live. A list of these offices is provided. If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A list of these numbers is also provided.

Dated:

/s/ Jennifer M. Perez
Jennifer M. Perez
Clerk of the Superior Court

Name of Defendant to be Served:

Todd Broad

Address of Defendant to be Served:

5039 Swamp Road, Suite 406
Fountainville, PA 18923

LAWYER REFERRAL SERVICES

Atlantic County Bar Association
Lawyer Referral Service
Atlantic County Court House, 1701 Bridgepark Blvd.,
Atlantic City 08401
(609) 343-3449; Fax: (609) 343-6779
E-mail: elrobar@aol.com
Internet: www.atlbar.org
Exec. Dir.: Mary Williams Brind

Bergen County Bar Association
Lawyer Referral Service
15 Bergen St., Hackensack 07601
(201) 486-0044
Administrator: Lucy Vargus

Burlington County Bar Association
Lawyer Referral Service
45 Grant St., Mount Holly 08060
(609) 281-4862; Fax: (609) 261-5422
Internet: www.burlbar.org
Director: Kara E. Edwards
(609) 261-4542

Camden County Bar Association
Lawyer Referral Service
1040 Kings Hwy N., Suite 201, Cherry Hill 08004
(856) 487-0618; Fax: (856) 487-0631
Internet: www.camdencountybar.org
Manager: Denise K. Whybark

Cape May County Bar Association
Lawyer Referral Service
Rt. 5, Main St., P.O. Box 475,
Cape May Court House 08210
(609) 463-0313; Fax: (609) 463-1556
E-mail: cmcbs@comcast.net
Director: Susan Fuller

Cumberland County
Lawyer Referral Service
P.O. Box 2374, Vineland 08367
(856) 696-5550; Fax: (856) 696-5558
Exec. Dir.: Lou Ann Pettit-Blood

Essex County Bar Association
Lawyer Referral Service
Essex County Historic Court Room B01
470 Dr. Martin Luther King, Jr. Blvd. Newark 07107
(973) 622-6204; Fax: (973) 622-6341
Internet: www.essexbar.com
Administrator: Irida Mendez
(973) 622-6207, Ext. 14

Gloucester County Bar Association
Lawyer Referral Service
70 Hunter St., Justice Complex, P.O. Box 378
Woodbury 08096
(856) 848-4589; Fax: (856) 384-2580
Internet: www.gcbnj.org
Exec. Dir.: Lynn A. Silverstein
(856) 848-4071

Hudson County Bar Association
Lawyer Referral Service
585 Newark Ave., Jersey City 07305
(201) 798-2721; Fax: (201) 798-1740
E-mail: hcbs.law@verizon.net
Director: Lisa Burke
(201) 798-4708

Hunterdon County Bar Association
Lawyer Referral Service
P.O. Box 570, Annandale 08801
(908) 236-6109; Fax: (908) 236-6119
Internet: www.hunterdonlaw.org
Director: Jeannine Carman

Mercer County Bar Association
Lawyer Referral Service
1745 Whitehouse Mercerville Rd., Suite 220,
Hamilton 08619-3894
(609) 585-6200; Fax: (609) 585-6637
E-mail: info@mercerbar.com
Internet: www.mercerbar.com
Director: Christine S. Brennan

Middlesex County Bar Association
Lawyer Referral Service
85 Bayard St., New Brunswick 08901
(732) 828-0053
Internet: www.mtcbasbwnm
Exec. Dir.: Jonathan P. Cowles
E-mail: jcowles@mtcbasbwnm.com
Administrator: Pattyann Fulda
E-mail: pfulda@mtcbasbwnm.com

Morris County Bar Association
The Lawyer Referral Service
Courthouse, Freehold 07728
(732) 431-5544; Fax: (732) 431-8843
Exec. Dir.: Tracey A. Skelton

Morris/Sussex County Bar Association
Lawyer Referral Service
78 Schuyler Pl., Morristown 07900
(973) 267-5687; Fax: (973) 605-0926
Coordinator: Yvelis Perez
(973) 267-6089, Ext. 12
E-mail: yperez@morriscountybar.com

Ocean County Bar Association
Lawyer Referral Service
Courthouse, P.O. Box 381, Toms River 08753
(732) 240-3566; Fax: (732) 240-4907
E-mail: ocbas@verizon.net
Director: Karin Poole

Pasadena County Bar Association
Lawyer Referral Service
Courthouse, 2nd Floor, 77 Hamilton St., Paterson 07605
(973) 278-9223
Secretary: Dianna Cross

Salem County Bar Association
Lawyer Referral Service
(856) 835-5529

Somerset County Bar Association
Lawyer Referral Service
325 Historic Courthouse, 3rd Floor, 20 N. Bridge St.,
P.O. Box 1085, Somerville 08876-1095
(908) 885-2323; Fax: (908) 885-9839
Internet: www.somersetbar.com
Exec. Dir.: Carol Ann Winder
E-mail: cawinder@somersetbar.com

Union County Bar Association
Lawyer Referral Service
Courthouse, 1st Floor, Elizabeth 07207
(908) 353-4715; Fax: (908) 354-8222
Exec. Dir.: Jeffrey M. Clair
Administrator: Tracy Foster
Mon., Thurs. 10 A.M.-1 P.M.

Warren County Bar Association
Lawyer Referral Service
413 Second St., Belvidere 07803
(908) 987-1834
E-mail: warrencountybar@yahoo.com
Exec. Dir.: Vacancy at Press Time

FLEISCHER, FLEISCHER & SUGLIA
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Jennifer M. Perez
Clerk of the Superior Court

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E-mail: alcoabar@aol.com
Internet: www.alcoabar.org
Exec. Dir.: Mary Williams Betard

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16 Bergen St., Hackensack 07601
(201) 488-0044
Administrator: Lucy Vargas

Burlington County Bar Association
Lawyer Referral Service
45 Grant St., Mount Holly 08060
(609) 261-4882; Fax: (609) 261-6423
Internet: www.burcoabar.org
Director: Kays E. Edens
(609) 261-4642

Camden County Bar Association
Lawyer Referral Service
1040 Kings Hwy. N., Suite 201, Cherry Hill 08034
(856) 482-0618; Fax: (856) 482-0831
Internet: www.camdencountybar.org
Manager: Denise K. Whydah

Cape May County Bar Association
Lawyer Referral Service
Rt. 9, Main St., P.O. Box 426,
Cape May Court House 08210
(609) 463-0313; Fax: (609) 463-1656
E-mail: cmcbas@comcast.net
Director: Susan Fuller

Cumberland County
Lawyer Referral Service
P.O. Box 2374, Vineland 08362
(856) 696-5550; Fax: (856) 696-5558
Exec. Dir.: Lou Ann Ferreri-Brooks

Essex County Bar Association
Lawyer Referral Service
Essex County Historic Courthouse, Room 801,
470 Dr. Martin Luther King, Jr. Blvd., Newark 07102
(973) 622-6204; Fax: (973) 622-4341
Internet: www.essexbar.com
Administrator: Iralde Mendez
(973) 622-6207, Ext. 14

Gloucester County Bar Association
Lawyer Referral Service
70 Hunter St., Justice Complex, P.O. Box 338,
Woodbury 08096
(856) 848-4589; Fax: (856) 384-9580
Internet: www.gcbasnj.org
Exec. Dir.: Lynn A. Silverstein
(856) 848-4071

Hudson County Bar Association
Lawyer Referral Service
683 Newark Ave., Jersey City 07308
(201) 798-2727; Fax: (201) 798-1740
E-mail: hcbas.law@verizon.net
Director: Lisa Burke
(201) 798-4708

Hunterdon County Bar Association
Lawyer Referral Service
P.O. Box 673, Annandale 08801
(908) 236-6109; Fax: (908) 236-6119
Internet: www.huncofaw.org
Director: Jeanne Gorman

Mercer County Bar Association
Lawyer Referral Service
1746 Whitehorse Mercerville Rd., Suite 420,
Hamilton 08619-3804
(609) 585-6200; Fax: (609) 585-5537
E-mail: info@mercerbar.com
Internet: www.mercofbar.com
Director: Christine S. Brennan

Middlesex County Bar Association
Lawyer Referral Service
87 Bayard St., New Brunswick 08901
(732) 828-0053
Internet: www.mtblaw.com
Exec. Dir.: Jonathan P. Cowles
E-mail: jcowles@mtblaw.com
Administrator: Patsyann Pulda
E-mail: ppulda@mtblaw.com

Morristown Bar Association
The Lawyer Referral Service
Courthouse, Freshfield 07798
(732) 431-6644; Fax: (732) 431-2843
Exec. Dir.: Tracey A. Settipane

Morris/Sussex County Bar Association
Lawyer Referral Service
98 Schuyler Pl., Morristown 07850
(973) 267-5882; Fax: (973) 605-8325
Coordinator: Yvelis Pette
(973) 267-6089, Ext. 12
E-mail: yvette@morriscountybar.com

Ocean County Bar Association
Lawyer Referral Service
Courthouse, P.O. Box 381, Toms River 08753
(732) 240-3665; Fax: (732) 240-4907
E-mail: ocbs@verizon.net
Director: Karin Poola

Passaic County Bar Association
Lawyer Referral Service
Courthouse, 2nd Floor, 77 Hamilton St., Paterson 07650
(973) 278-9223
Secretary: Dianna Grosso

Salem County Bar Association
Lawyer Referral Service
(856) 936-6629

Somerset County Bar Association
Lawyer Referral Service
325 Historic Courthouse, 3rd Floor, 30 N. Bridge St.,
P.O. Box 1095, Somerville 08876-1095
(908) 685-2323; Fax: (908) 685-9839
Internet: www.somersetbar.com
Exec. Dir.: Carol Ann Winder
E-mail: cawinder@somersetbar.com

Union County Bar Association
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Courthouse, 1st Floor, Elizabeth 07207
(908) 353-4718; Fax: (908) 364-8222
Exec. Dir.: Jeffrey M. Clor
Administrator: Tracy Foster
Mon.-Thurs. 10 A.M. - 1 P.M.

Warren County Bar Association
Lawyer Referral Service
410 Second St., Belvidere 07823
(908) 387-1838
E-mail: warrencountybar@yahoo.com
Exec. Dir.: Vacancy at Press Time

BURLINGTON COUNTY
SUPERIOR COURT
49 RANCOCHS ROAD
MT HOLLY NJ 08060

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (609) 518-2015
COURT HOURS

DATE: OCTOBER 28, 2010
RE: IDE BRASING INC VS ADVANCED MEDICAL SOLUTIONS OF O
DOCKET: BUR L -003817 10

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 2.

DISCOVERY IS 30 DAYS AND RUNS FROM THE FIRST ANSWER OR 90 DAYS
FROM SERVICE ON THE FIRST DEPENDANT, WHICHEVER COMES FIRST.

THE PRERIAL JUDGE ASSIGNED IS: HON M P. RICHMOND

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 003
AT: (609) 518-2820.



IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A
CERTIFICATION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEADING.
PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE
WITH R.4:5A-2.

ATTENTION:

ATT: NICOLA O. GUGLIA
FLEISCHER & FLEISCHER
FLEISCHER FLEISCHER & GUGLIA
PLAZA 1000 AT MAIN ST SUITE 200
VOORHEES NJ 08040-4633

JUCHING

Appendix XII-B1

CIVIL CASE INFORMATION STATEMENT (CIS)		FOR USE BY CLERK'S OFFICE ONLY	
 <p>Use for Initial Law Division Civil Part pleadings (not motions) under Rule 4:5-1 Pleading will be rejected for filing, under Rule 1:5-6(c), if information above the black bar is not completed or attorney's signature is not affixed</p>		PAYMENT TYPE: <input type="checkbox"/> CK <input type="checkbox"/> CC <input type="checkbox"/> CA	
		CHG/CK NO.	
		AMOUNT:	
		OVERPAYMENT:	
BATCH NUMBER:			
ATTORNEY/PROSE NAME Jaclyn Scarduzio Dopke	TELEPHONE NUMBER (856) 489-8977	COUNTY OF VENUE Burlington	
FIRM NAME (if applicable) Fleischer, Fleischer & Suglia	DOCKET NUMBER (when available) BURL-35170		
OFFICE ADDRESS Plaza 1000 at Main Street, Suite 208 Voorhees, NJ 08043	DOCUMENT TYPE Complaint		
		JURY DEMAND <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
NAME OF PARTY (e.g., John Doe, Plaintiff) IDB Leasing, Inc.	CAPTION IDB Leasing, Inc. v Advanced Medical Solutions of Doylestown, Inc. and Todd Broad		
CASE TYPE NUMBER (See reverse side for listing) 599	IS THIS A PROFESSIONAL MALPRACTICE CASE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53A-27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.		
RELATED CASES PENDING? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IF YES, LIST DOCKET NUMBERS		
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY (if known) <input type="checkbox"/> NONE <input checked="" type="checkbox"/> UNKNOWN		
THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.			
CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION			
DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IF YES, IS THAT RELATIONSHIP: <input type="checkbox"/> EMPLOYER/EMPLOYEE <input type="checkbox"/> FRIEND/NEIGHBOR <input type="checkbox"/> OTHER (explain) <input type="checkbox"/> FAMILIAL <input type="checkbox"/> BUSINESS		
DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT ACCELERATED DISPOSITION N/A			
Do you or your client need any disability accommodations? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION	
Will an interpreter be needed? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, FOR WHAT LANGUAGE?	
I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).			
ATTORNEY SIGNATURE: 			

Effective 07/01/2010, CN 10517-English

page 1 of 2

DEPUTY CLERK
 SUPERIOR COURT
 BURLINGTON COUNTY
 MAY 11 2011 11:26
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Side 2



CIVIL CASE INFORMATION STATEMENT (CIS)

Use for initial pleadings (not motions) under Rule 4:5-1

CASE TYPES (Choose one and enter number of case type in appropriate space on the reverse side.)

Track I - 150 days' discovery

- 151 NAME CHANGE
- 175 FORFEITURE
- 302 TENANCY
- 309 REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
- 502 BOOK ACCOUNT (debt collection matters only)
- 505 OTHER INSURANCE CLAIM (including declaratory judgment actions)
- 506 PIP COVERAGE
- 510 UM or UIM CLAIM (coverage issues only)
- 511 ACTION ON NEGOTIABLE INSTRUMENT
- 512 LEMON LAW
- 801 SUMMARY ACTION
- 802 OPEN PUBLIC RECORDS ACT (summary action)
- 999 OTHER (briefly describe nature of action)

Track II - 300 days' discovery

- 305 CONSTRUCTION
- 508 EMPLOYMENT (other than CEPA or LAD)
- 599 CONTRACT/COMMERCIAL TRANSACTION
- 603 AUTO NEGLIGENCE - PERSONAL INJURY
- 605 PERSONAL INJURY
- 610 AUTO NEGLIGENCE - PROPERTY DAMAGE
- 821 UM or UIM CLAIM (includes bodily injury)
- 899 TORT - OTHER

Track III - 450 days' discovery

- 005 CIVIL RIGHTS
- 301 CONDEMNATION
- 602 ASSAULT AND BATTERY
- 604 MEDICAL MALPRACTICE
- 606 PRODUCT LIABILITY
- 607 PROFESSIONAL MALPRACTICE
- 608 TOXIC TORT
- 609 DEFAMATION
- 618 WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES
- 617 INVERSE CONDEMNATION
- 619 LAW AGAINST DISCRIMINATION (LAD) CASES

Track IV - Active Case Management by Individual Judge / 450 days' discovery

- 156 ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LITIGATION
- 303 MT. LAUREL
- 508 COMPLEX COMMERCIAL
- 513 COMPLEX CONSTRUCTION
- 814 INSURANCE FRAUD
- 620 FALSE CLAIMS ACT
- 701 ACTIONS IN LIEU OF PREROGATIVE WRITS

Centrally Managed Litigation (Track IV)

- 280 Zelnorm
- 285 Stryker Trident Hip Implants
- 288 Prudential Tort Litigation

Mass Tort (Track IV)

- 248 CIBA GEIGY
- 266 HORMONE REPLACEMENT THERAPY (HRT)
- 271 ACCUTANE
- 272 BEXTRA/CELEBREX
- 274 RISPERDAL/SEROQUEL/ZYPREXA
- 276 ORTHO EVRA
- 277 MAHWAH TOXIC OUMP SITE
- 278 ZOMETHA/AREXIA
- 279 GADOLINIUM

- 281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL
- 282 FOSAMAX
- 283 DIGITEK
- 284 NUVARING
- 286 LEVAQUIN
- 287 YAZ/YASMIN/OCELLA
- 601 ABBESTOS
- 619 VIOXX

If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics."

Please check off each applicable category

☐ Verbal Threshold☐ Putative Class Action☐ Title 59

Side 2

CIVIL CASE INFORMATION STATEMENT (CIS)

Use for initial pleadings (not motions) under Rule 4:5-1

CASE TYPES (Choose one and enter number of case type in appropriate space on the reverse side.)

Track I - 180 days' discovery

151 NAME CHANGE
175 FORFEITURE
302 TENANCY
308 REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
502 BOOK ACCOUNT (debt collection matters only)
505 OTHER INSURANCE CLAIM (including declaratory judgment actions)
506 PIP COVERAGE
510 UM or UIM CLAIM (coverage issues only)
511 ACTION ON NEGOTIABLE INSTRUMENT
512 LEMON LAW
801 SUMMARY ACTION
802 OPEN PUBLIC RECORDS ACT (summary action)
999 OTHER (briefly describe nature of action)

Track II - 300 days' discovery

805 CONSTRUCTION
808 EMPLOYMENT (other than CEPA or LAD)
999 CONTRACT/COMMERCIAL TRANSACTION
603 AUTO NEGLIGENCE - PERSONAL INJURY
605 PERSONAL INJURY
610 AUTO NEGLIGENCE - PROPERTY DAMAGE
621 UM or UIM CLAIM (includes bodily injury)
699 TORT - OTHER

Track III - 450 days' discovery

005 CIVIL RIGHTS
301 CONDEMNATION
602 ASSAULT AND BATTERY
604 MEDICAL MALPRACTICE
606 PRODUCT LIABILITY
607 PROFESSIONAL MALPRACTICE
608 TOXIC TORT
609 DEFAMATION
615 WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES
617 INVERSE CONDEMNATION
818 LAW AGAINST DISCRIMINATION (LAD) CASES

Track IV - Active Case Management by Individual Judge / 450 days' discovery

156 ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LITIGATION
303 MT. LAUREL
508 COMPLEX COMMERCIAL
513 COMPLEX CONSTRUCTION
614 INSURANCE FRAUD
620 FALSE CLAIMS ACT
701 ACTIONS IN LIEU OF PREROGATIVE WRITS

Centrally Managed Litigation (Track IV)

280 Zelnorm
285 Stryker Trident Hip Implants
288 Prudential Tort Litigation

Mass Tort (Track IV)

248 CIBA GEIGY
266 HORMONE REPLACEMENT THERAPY (HRT)
271 ACUTANE
272 BEXTRA/CELEBREX
274 RISPERDAL/SEROQUEL/ZYPREXA
275 ORTHO EVRA
277 MAHWAH TOXIC OUMP SITE
278 ZOMETA/AREXIA
279 GADOLINIUM

281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL
282 FOSAMAX
283 DIGITEK
284 NUVARING
286 LEVAQUIN
287 YAZ/YASMIN/OCELLA
601 ASBESTOS
619 VIOXX

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☐ Verbal Threshold ☐ Putative Class Action ☐ Title 59

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 NICOLA G. SUGLIA, ESQUIRE
 JACLYN SCARDUZIO DOPIKE, ESQUIRE
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 Voorhees, NJ 08043
 (856) 489-8977

DEPUTY CLERK
 SUPERIOR COURT
 BURLINGTON COUNTY

2010 OCT 22 A 11:26

RECEIVED *filed*

Attorneys for Plaintiff

IDB Leasing, Inc.

Plaintiff,

v.

Advanced Medical Solutions of Doylestown,
 Inc. and Todd Broad

Defendants.

SUPERIOR COURT OF NEW JERSEY
 BURLINGTON COUNTY- LAW DIVISION

CIVIL ACTION

DOCKET NO.: *BUR-L-35170*

COMPLAINT

Plaintiff, IDB Leasing, Inc., ("Plaintiff"), with a place of business located at 1350 Broadway, New York, New York 10018, hereby files this Complaint against Defendants, Advanced Medical Solutions of Doylestown, Inc. and Todd Broad and in support thereof, states the following:

COUNT I

1. Defendant, Advanced Medical Solutions of Doylestown, Inc. ("Lessee"), is, upon information and belief, an entity with a principal place of business located at 54 East Oakland Ave, Doylestown, PA 18913.

2. Defendant, Todd Broad ("Guarantor"), is, upon information and belief, an adult individual conducting business at 54 East Oakland Ave, Doylestown, PA 18913.

3. On or about September 26, 2008, Lessee entered into an Equipment Lease Agreement (the "Lease") with Plaintiff, pursuant to which the Lessee leased certain equipment (the "Leased Equipment") for a period of sixty-six (66) months at varying monthly rates as set forth in the Lease. See a true and correct copy of the Lease with a description of the Leased Equipment attached hereto as Exhibit "A" and incorporated herein by reference.

4. Contemporaneous with the execution of the Lease and as an additional inducement, Guarantor executed a Personal Guaranty wherein he unconditionally agreed to guaranty all payments and obligations of the Lessee under the Lease. See Exhibit "A".

5. Jurisdiction and venue are proper in the State of New Jersey pursuant to the Personal Guaranty and paragraph nineteen (19) of the Lease.

6. The Defendants agreed to pay the lease payments reflected in the Lease and the Lease payments are fair and reasonable.

7. The Defendants have failed to make the monthly payments due to Plaintiff under the Lease.

8. The failure to make the monthly lease payments constitutes a default under the Lease and therefore the total amount due under the Lease has been accelerated and the amounts owed by the Defendants under the terms and conditions of the Lease are as follows:

Accelerated Balance	\$ 90,913.43
Sales Tax	\$ 5,454.80
Residual Value of Equipment	\$ 8,880.00
Sales Tax	\$ 532.80
Late Charges	\$ 2,032.00
Interest (through October 10, 2010)	\$ 10,000.47
Court Costs	\$ 200.00
Attorney's Fees (25%)	\$ 29,453.38
TOTAL DUE TO PLAINTIFF	\$146,466.88

9. All credits, if any, to which the Defendants are entitled, are set out above.

10. Despite frequent demands, the Defendants have failed, neglected and continues to fail or neglect to pay Plaintiff the sum of \$146,466.88 or any part thereof.

WHEREFORE, Plaintiff, IDB Leasing, Inc., respectfully requests this Honorable Court to grant judgment in its favor and against the Defendants, Advanced Medical Solutions of Doylestown, Inc. and Todd Broad, jointly, severally and collectively in the amount of \$146,466.88, plus interest, court costs and additional attorneys' fees, and grant such other and further relief as this Court deems just and proper.

COUNT II
Quantum Meruit

11. Paragraphs 1 through 10 above are incorporated herein by reference and made a part hereof.

12. To the extent that Defendants have benefited from the services of Plaintiff without having paid for them, Defendants have become unjustly enriched at Plaintiff's expense.

WHEREFORE, Plaintiff, IDB Leasing, Inc., respectfully requests this Honorable Court to grant judgment in its favor and against the Defendants, Advanced Medical Solutions of Doylestown, Inc. and Todd Broad, jointly, severally and collectively in the amount of \$146,466.88, plus interest, court costs and additional attorneys' fees, and grant such other and further relief as this Court deems just and proper.

Respectfully submitted,



Jaclyn Scarduzio Dopke, Esquire
Fleischer, Fleischer & Suglia
Attorneys for Plaintiff


Dated:

CERTIFICATION

Pursuant to R.4:5-1, the undersigned certifies that the matter in controversy is not the subject of any other action pending in any court or of any pending arbitration proceeding; and no other actions or arbitration proceeding is contemplated. At this time, the Plaintiff knows of no other party who should be joined in this action.

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, Nicola G. Suglia, Esquire, is hereby designated as trial counsel for the Plaintiff.


Jaclyn Scarduzio Dopke, Esquire
Fleischer, Fleischer & Suglia
Attorneys for Plaintiff

Dated:

EXHIBIT "A"

EQUIPMENT LEASE AGREEMENT				
FLEETWOOD FINANCIAL, A DIVISION OF IDE LEASING, INC.				
NOTICE: THIS IS A NON-CANCELLABLE, BINDING CONTRACT CONSISTING OF ALL TERMS ON BOTH SIDES. IT CONTAINS IMPORTANT TERMS AND CONDITIONS AND MAY LEGAL AND FINANCIAL CONSEQUENCES TO YOU. PLEASE READ IT CAREFULLY.				
DESCRIPTION OF EQUIPMENT (Include make, model, serial no. and all accessories). Lessee warrants Lessor to return any modification of the equipment by signing the Description of Equipment at the time of return or on an Exhibit "W" (Schedule of Equipment)				
(1) Fleetwood Medical Systems (2) IDE Leasing (3) Cigna				
SCHEDULE OF RENTAL PAYMENTS				
TERM OF LEASE (in MONTHS)	TOTAL NUMBER OF RENTAL PAYMENTS	PURCHASE OPTION (If any) (Market Value in Continued Use) <input type="checkbox"/> \$1.00 Buyout <input type="checkbox"/> Other	AMOUNT OF EACH PAYMENT Payments 1-3: \$0.00; Payments 4-6: \$100.00 Payments 7-66: \$1,817.00 (Does Not Include Applicable Taxes)	ADVANCE RENTAL
Sixty-Six (66) Months	Sixty-Six (66)			N/A
PAYMENT FREQUENCY: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually <input type="checkbox"/> Other				
LESSEE (COMPLETE LEGAL NAME. If a corporation, use EXACT registered corporate name.)				
Company Name Advanced Medical Solutions of Doylestown, Inc.				
Billing Address 64 E. Oakland Ave Doylestown, PA 19901				
Equipment Location (if not the same as billing address)				
1. TERM AND RENTAL. Lessee agrees to lease the Equipment described above from Fleetwood Financial, a division of IDE Leasing, Inc. ("Lessor"). Subject to the conditions hereinafter stated and on the reverse side hereof, this lease shall be for the term above stated, commencing on the date that the Equipment is delivered and accepted by Lessee. Lessee agrees to pay the total rental for the term, which shall be the total amount of all rental payments stated above, plus such additional rentals as may arise. Advance rentals paid by Lessee shall not be refundable to Lessee in the event the term of this lease does not commence. All monthly payments of rental shall be payable in advance on the commencement date of this lease and on the same day of each month thereafter and sent to the address provided by Lessor. If any rental payment of other amount payable hereunder is not received by Lessor on the day due, Lessor will charge a late charge of 10% of such late payment for the entire period of delinquency. Lessee agrees to pay a charge of \$50.00 for any check which is returned by insufficient funds or other reason. Lessee authorizes Lessor to adjust the rental payments due under this lease by not more than 15% in the event that the purchase price for the Equipment is any less than the purchase price previously indicated by the Lessor.				
2. ORDER FROM EQUIPMENT LESSOR'S RIGHT TO TERMINATE BEFORE ACCEPTANCE. Lessee requests Lessor to purchase the Equipment from a third party ("Seller") and agrees to deliver to Lessee of Lessor's expense. Lessor shall have no responsibility for delay or failure of Seller to deliver the Equipment. If within 120 days from the date Lessor orders the Equipment, same has not been delivered, installed and accepted by Lessee in accordance with Lessor's order, Lessor may terminate, at any time, on 10 days' written notice to Lessee, terminate this lease and be obligated to Lessee.				
3. COMPLETION OF LEASE. Lessee is authorized to complete or correct this lease, and though previously signed by Lessee, by the insertion or correction of certain numbers, initials, numbers or descriptions and/or other identifying information to the Equipment. The Lessee acknowledges and agrees that should errors that affect the validity of this agreement and Lessor shall be entitled to prohibit further use of the same.				
4. NO WARRANTY BY LESSOR. LESSOR IS NOT THE MANUFACTURER OR A DEALER IN THE EQUIPMENT, AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING THE SUITABILITY OF SUCH EQUIPMENT, ITS DURABILITY, ITS FITNESS FOR ANY PARTICULAR PURPOSE, ITS MERCHANTABILITY, ITS CONDITION, CAPACITY AND/OR ITS QUALITY, AND AS BETWEEN LESSEE AND LESSOR AND LESSOR'S ASSIGNEES. LESSEE (LESSOR THE EQUIPMENT "AS IS"). LESSEE HAS SELECTED THE EQUIPMENT LEASED HEREUNDER PRIOR TO HAVING REQUESTED LESSOR TO PURCHASE THE SAME FOR LEASING TO LESSEE. LESSOR AND LESSOR'S ASSIGNEES SHALL NOT BE LIABLE TO LESSEE FOR ANY LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE THEREOF OR FOR ANY LOSS OF BUSINESS. REGARDLESS OF CAUSE, LESSEE WILL NOT ASSERT ANY CLAIM WHATSOEVER AGAINST LESSOR FOR LOSS OF ANTICIPATORY PROFITS OR ANY OTHER DIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES. NOR SHALL LESSOR BE RESPONSIBLE FOR ANY DAMAGES OR COSTS WHICH MAY BE ASSESSED AGAINST LESSEE IN ANY ACTION FOR INFRINGEMENT OF ANY PATENT OR COPYRIGHT. NO REPRESENTATION OR WARRANTY AS TO THE EQUIPMENT OR ANY OTHER MATTER BY SELLER TO LESSEE SHALL BE BINDING ON LESSOR NOR SHALL ANY BREACH BY SELLER RELIEVE LESSEE OF, OR IN ANY WAY REDUCE, ANY OF LESSEE'S OBLIGATIONS TO LESSOR AS SET FORTH HEREIN. LESSOR SHALL HAVE NO OBLIGATION TO INSTALL, MAINTAIN, TEST, ADJUST OR SERVICE THE EQUIPMENT. If the Equipment is not properly installed, does not operate as represented or as warranted by Seller or is inoperative for any reason, Lessee shall make any claim on account thereof solely against the Seller or manufacturer and shall nevertheless pay Lessor of any payment due under this lease. Lessee hereby assigns to Lessor, solely for the purpose of making and prosecuting any such claim, any and all rights which Lessee may have against Seller or manufacturer or representative thereof in connection with the Equipment. LESSEE UNDERSTANDS AND AGREES THAT NEITHER SELLER NOR ANY AGENT OR EMPLOYEE OF SELLER IS AN AGENT OF LESSOR OR IS AUTHORIZED TO MAKE OR ALTER ANY TERM OR CONDITION OF THIS LEASE. LESSOR MAKES NO WARRANTY AS TO THE TREATMENT OF THIS LEASE FOR TAX OR ACCOUNTING PURPOSES.				
LEASE AGREEMENT CONTINUES ON REVERSE SIDE → → →				
The person signing below certifies that (1) he/she is authorized to sign this lease and bind the Lessee and (2) the additional terms and conditions on the reverse side have been read by the Lessee and are hereby made a part hereof. Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease and rent from Lessor the Equipment described above on the following payment schedule for the term stated and payments set forth hereon, all subject to the terms and conditions of this Equipment lease.				
Signature: <i>[Signature]</i> Date: 9/26/08		Telephone No. (Area Code)		
Print Name & Title:				
PERSONAL GUARANTEE				
To induce the Lessor to make this Lease and purchase the equipment for the Lessee, knowing that the Lessor is relying on this guaranty as a precondition to making the Lease, I for it make from now, then and forever, jointly and severally, INDIVIDUALLY, PERSONALLY, ABSOLUTELY AND UNCONDITIONALLY GUARANTEE to the Lessor (and any person or entity the Lessor may transfer its interest to) all payments and other obligations owed by the Lessee to the Lessor under this lease and any add-on between and between Lessee and Lessor, including but not limited to the Lessee's attorney's fees and legal costs incurred in enforcing this Lease. I will also pay all reasonable costs and fees incurred by the Lessor in enforcing this Guaranty. I make no claim of duress and notice of this fact, and I agree that the Lessor may proceed against me without first proceeding against the Lessee or this guaranty (including the agreement). I FREELY CONSENT TO PERSONAL JURISDICTION IN THE NEW JERSEY COURTS AND I WAIVE TRIAL BY JURY. This Guaranty will bind my heirs, representatives and successors.				
Signature: <i>[Signature]</i> Date:		Defendant (Individually, NO TITLE)		
Contact #1 Name and Home Address (Phone Print) Todd Broad 64 East Oakland Ave, Doylestown, PA 19901		Contact #2 Name and Home Address (Phone Print)		
ELECTRONIC PAYMENTS				
Lessee requests and authorizes Lessor or any assignee to include debit and/or credit entries for all amounts due in connection with this Lease to the Depository Account designated below ("Account"). Lessee authorizes the Depository Financial Institution ("FI") named below to debit and/or credit funds to such account. This authority is in full force and effect until Lessee has received written notice (which receipt is requested) from Lessor of Lessee's termination in such form and manner as to place Lessor and Bank a written notice respectively to act on it.				
Bank: WACHOVIA		Bank Address: Doylestown PA 19901		
Account No: 200-131445153		SWIFT Code: 021000000		
Lessee's Signature: <i>[Signature]</i> Date: 9/26/2008		Lessor's Signature: <i>[Signature]</i> Date: 9/26/2008		

5. **DELIVERY AND ACCEPTANCE.** Lessor shall deliver the Equipment within five (5) business days after execution of this Lease. Lessor shall deliver the Equipment to Lessee at the location specified in the Lease. Lessee shall inspect the Equipment at the time of delivery and sign a copy of the Equipment Inspection Report. Lessee shall not be deemed to have accepted the Equipment until Lessee has signed the Equipment Inspection Report. Lessee shall not be deemed to have accepted the Equipment until Lessee has signed the Equipment Inspection Report. Lessee shall not be deemed to have accepted the Equipment until Lessee has signed the Equipment Inspection Report.

6. **TITLE, RENT, AND MAINTENANCE.** Lessor shall retain title to the Equipment. Lessee shall pay rent to Lessor for the use of the Equipment. Lessee shall be responsible for the maintenance of the Equipment. Lessee shall be responsible for the maintenance of the Equipment. Lessee shall be responsible for the maintenance of the Equipment. Lessee shall be responsible for the maintenance of the Equipment. Lessee shall be responsible for the maintenance of the Equipment.

7. **NET LEASE TAXES.** Lessor shall pay all net lease taxes, including but not limited to sales tax, personal property tax, and use tax, on the Equipment. Lessor shall be responsible for the maintenance of the Equipment. Lessor shall be responsible for the maintenance of the Equipment. Lessor shall be responsible for the maintenance of the Equipment. Lessor shall be responsible for the maintenance of the Equipment.

8. **CARE, USE AND LOCATION.** Lessee shall use the Equipment in accordance with the manufacturer's instructions. Lessee shall not use the Equipment for any illegal or unauthorized purposes. Lessee shall not use the Equipment for any illegal or unauthorized purposes. Lessee shall not use the Equipment for any illegal or unauthorized purposes. Lessee shall not use the Equipment for any illegal or unauthorized purposes.

9. **INSURANCE.** Lessee shall maintain insurance on the Equipment. Lessee shall be responsible for the maintenance of the Equipment. Lessee shall be responsible for the maintenance of the Equipment. Lessee shall be responsible for the maintenance of the Equipment. Lessee shall be responsible for the maintenance of the Equipment. Lessee shall be responsible for the maintenance of the Equipment.

10. **OTHER COVENANTS AND WARRANTIES OF LESSOR.** Lessor warrants that the Equipment is free from all liens and encumbrances. Lessor warrants that the Equipment is free from all liens and encumbrances. Lessor warrants that the Equipment is free from all liens and encumbrances. Lessor warrants that the Equipment is free from all liens and encumbrances. Lessor warrants that the Equipment is free from all liens and encumbrances.

11. **REPRESENTATION BY LESSOR OF LESSOR'S OWNERSHIP.** Lessor represents and warrants that it is the owner of the Equipment. Lessor represents and warrants that it is the owner of the Equipment. Lessor represents and warrants that it is the owner of the Equipment. Lessor represents and warrants that it is the owner of the Equipment. Lessor represents and warrants that it is the owner of the Equipment.

12. **REPAIR OF LOSS.** Lessee shall be responsible for the repair of any loss or damage to the Equipment. Lessee shall be responsible for the repair of any loss or damage to the Equipment. Lessee shall be responsible for the repair of any loss or damage to the Equipment. Lessee shall be responsible for the repair of any loss or damage to the Equipment. Lessee shall be responsible for the repair of any loss or damage to the Equipment.

13. **INSURANCE.** Lessee shall maintain insurance on the Equipment. Lessee shall be responsible for the maintenance of the Equipment. Lessee shall be responsible for the maintenance of the Equipment. Lessee shall be responsible for the maintenance of the Equipment. Lessee shall be responsible for the maintenance of the Equipment. Lessee shall be responsible for the maintenance of the Equipment.

14. **DEFAULT.** Each of the following events shall constitute a default under this Lease: (a) Lessee fails to pay any rent or other payment when due; (b) Lessee fails to maintain the Equipment in good condition; (c) Lessee fails to return the Equipment to Lessor in accordance with the terms of the Lease; (d) Lessee fails to comply with any other terms of the Lease. Lessee shall be responsible for the maintenance of the Equipment.

15. **ENTIRE AGREEMENT.** This Lease constitutes the entire agreement between Lessor and Lessee. Lessee shall be responsible for the maintenance of the Equipment. Lessee shall be responsible for the maintenance of the Equipment. Lessee shall be responsible for the maintenance of the Equipment. Lessee shall be responsible for the maintenance of the Equipment. Lessee shall be responsible for the maintenance of the Equipment.

Equipment, without liability to Lessor, shall be the property of Lessor. Lessee shall be responsible for the maintenance of the Equipment. Lessee shall be responsible for the maintenance of the Equipment. Lessee shall be responsible for the maintenance of the Equipment. Lessee shall be responsible for the maintenance of the Equipment. Lessee shall be responsible for the maintenance of the Equipment.

All notices of Lessor to Lessee shall be in writing and shall be delivered to Lessee at the address specified in the Lease. Lessee shall be responsible for the maintenance of the Equipment. Lessee shall be responsible for the maintenance of the Equipment. Lessee shall be responsible for the maintenance of the Equipment. Lessee shall be responsible for the maintenance of the Equipment.

16. **ASSIGNMENT.** Lessee may not assign or sublease the Equipment without the prior written consent of Lessor. Lessee shall be responsible for the maintenance of the Equipment. Lessee shall be responsible for the maintenance of the Equipment. Lessee shall be responsible for the maintenance of the Equipment. Lessee shall be responsible for the maintenance of the Equipment.

17. **PURCHASE OPTION.** Lessee shall have the right to purchase the Equipment at the end of the Lease term. Lessee shall be responsible for the maintenance of the Equipment. Lessee shall be responsible for the maintenance of the Equipment. Lessee shall be responsible for the maintenance of the Equipment. Lessee shall be responsible for the maintenance of the Equipment.

18. **FORCE MAJEURE.** If the Equipment is damaged or destroyed by fire, flood, or other cause beyond the control of Lessee, Lessee shall be responsible for the maintenance of the Equipment. Lessee shall be responsible for the maintenance of the Equipment. Lessee shall be responsible for the maintenance of the Equipment. Lessee shall be responsible for the maintenance of the Equipment.


19. **ASSIGNMENT.** Lessee may not assign or sublease the Equipment without the prior written consent of Lessor. Lessee shall be responsible for the maintenance of the Equipment. Lessee shall be responsible for the maintenance of the Equipment. Lessee shall be responsible for the maintenance of the Equipment. Lessee shall be responsible for the maintenance of the Equipment.

20. **FORCE MAJEURE.** If the Equipment is damaged or destroyed by fire, flood, or other cause beyond the control of Lessee, Lessee shall be responsible for the maintenance of the Equipment. Lessee shall be responsible for the maintenance of the Equipment. Lessee shall be responsible for the maintenance of the Equipment. Lessee shall be responsible for the maintenance of the Equipment.

21. **GOVERNING LAW, JURISDICTION AND VENUE.** This Lease shall be governed by the laws of the State of New York. Lessee shall be responsible for the maintenance of the Equipment. Lessee shall be responsible for the maintenance of the Equipment. Lessee shall be responsible for the maintenance of the Equipment. Lessee shall be responsible for the maintenance of the Equipment.

22. **ENTIRE AGREEMENT.** This Lease constitutes the entire agreement between Lessor and Lessee. Lessee shall be responsible for the maintenance of the Equipment. Lessee shall be responsible for the maintenance of the Equipment. Lessee shall be responsible for the maintenance of the Equipment. Lessee shall be responsible for the maintenance of the Equipment. Lessee shall be responsible for the maintenance of the Equipment.

ACCEPTED BY LESSOR:
FLEETWOOD FINANCIAL, A Division of IDB Lending, Inc.

By: 
Title: Michael A. Patis, President
Date: 9/26/08
Lease No: 6596-000